

DEPARTMENT OF TRANSPORTATION

Marc Elrich
County Executive

Al R. Roshdieh
Director

REQUEST FOR QUOTATION

#1111691

For

Timetable Distribution by Persons with Developmental Disabilities

ISSUE DATE: November 20, 2019

SUBMISSION DEADLINE: 3:00 PM on December 2, 2019

The Montgomery County Department of Transportation (DOT), Transit Services Division is soliciting bids for the above-referenced Request For Quotation. Bids must be returned not later than the date and time listed above. If a bidder is interested in submitting a bid but cannot make the submission deadline, the bidder must call the Montgomery County Department of Transportation, Transit Services Division to see if an extension may be granted.

The following pages contain the terms, conditions and specifications for this Request For Quotation.

NOTE: All submitted quotations must reference the Quotation Number and Title above and be signed by an authorized representative of the responding firm.

Deliver one original, four copies in a sealed envelope containing bid sheet, quotation sheets, acknowledgment form, proposal, Minority, Female, Disabled Person Subcontractor Performance Plan and the Wage Requirements Certification to the address below by no later than the closing date and time as stated above. The sealed envelope should be marked with the quotation number, quotation title, due date and due time.

Montgomery County Department of Transportation
Division of Transit Services
101 Monroe Street, 5th Floor
Rockville, Maryland 20854
ATTN: Starr C. Montout

Should you have questions regarding the specifications in this solicitation, please contact Beverly LeMasters at (240) 777-5880 or Beverly.Lemasters@montgomerycountymd.gov

Attachments

- | | | |
|----|--|----|
| A. | General Conditions of Contract Between County and Contractor | A1 |
| B. | Mandatory Insurance Requirements | B1 |

Web-links for Documents and Forms

1. Central Vendor Registration System (www.mcipcc.net)
2. Frequently Asked Questions, Procurement (www.montgomerycountymd.gov/PRO/Information.html)
3. MD-SDAT (<http://dat.maryland.gov/businesses/Pages/default.aspx>) and (<http://dat.maryland.gov/businesses/Pages/Frequently-Asked-Forfeiture-Questions.aspx>).
4. Mid-Atlantic Purchasing Team Rider Clause (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-147B.pdf)
5. Minority Business Program & Offeror's Representation and Sample MFD Report of Payments Received (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf) (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-97.pdf)
6. Minority, Female, Disabled Person Participation Evaluation Points: Requirements and Examples (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/MFDCriteria.pdf)
7. Minority, Female, Disabled Person Program Information (www.montgomerycountymd.gov/MFD)
8. Minority, Female, Disabled Person Subcontractor Performance Plan (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-65.pdf)
9. Minority-Owned Business Addendum to General Conditions of Contract Between County and Contractor (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-91.pdf)
10. Offeror's Certification of Cost & Price for Contracts Above \$100,000 (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-92.pdf)
11. Prevailing Wage Requirements for Construction Contract Addendum (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-185.pdf)
12. Prevailing Wage Requirements Information (www.montgomerycountymd.gov/PrevailingWage)
13. Solicitation Postings and Amendments (www.montgomerycountymd.gov/pro/solicitations.html)
14. Wage Requirement Law Payroll Reporting (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-183.pdf)
15. Wage Requirements Certification Form and 501(c)(3) Nonprofit Organization's Employee's Wage and Health Insurance Form (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
16. Wage Requirements for Services Contracts Addendum (www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)
17. Wage Requirements Law Information (www.montgomerycountymd.gov/PRO/DBRC/WWRL.html)

SECTION I - INSTRUCTIONS, CONDITIONS AND NOTICES

INTENT

The intent of this Request For Quotation is to solicit bids for the procurement of distributing Ride On timetables and brochures by persons with developmental disabilities, as per the Terms, Conditions and Quotation Sheet contained herein.

VERBAL EXPLANATIONS

Verbal explanations or instructions given by a Montgomery County employee to a bidder in regard to this Request For Quotation will not be binding on the County. Any information given to a bidder in response to a request will be furnished to all bidders as an amendment to this Request For Quotation, if such information is deemed necessary for the preparation of bids, or if the lack of such information would be detrimental to the uninformed bidders. Such amendments only, when issued by the Contracting Officer will be considered as being binding on the County.

ALTERNATE BIDS

Bidders must bid only one price even though they feel they can bid more than one price that will meet the scope of services. Bidders must determine for themselves what to bid. If a bidder submits more than one price it may be cause for that item to be considered non-responsive.

AWARD OR REJECTION OF BID

The County reserves the right to accept or reject any or all bids, or portions thereof, to waive informalities and minor irregularities and to award the Contract in the best interest of the County. Conditional or qualified bids are subject to rejection. The County reserves the right to reject the bid of a bidder who has previously failed to perform properly or to complete in a timely manner, contracts of a similar nature, or if investigation shows the bidder unable to perform the requirements of the contract.

BID PREPARATION EXPENSES

All costs incurred in the preparation and submission of bids will be borne by the bidder and shall not be incurred in anticipation of receiving reimbursement from the County.

ACKNOWLEDGMENT

The bidder is to include the signed Acknowledgement indicating agreement with all the terms and conditions of this solicitation.

DETERMINATION OF RESPONSIBILITY

The bidder has the burden of demonstrating affirmatively its responsibility in connection with this solicitation. A debarred potential bidder must automatically be considered non-responsible in connection with this solicitation. The County reserves the right to consider an offeror non-responsible who has previously failed to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable to perform the requirements of the contract.

A bidder may be requested at any time by the Director, Office of Procurement or the Using Department to provide additional information, references and other documentation and information that relate to the determination of responsibility. Failure of a bidder to furnish requested information may constitute grounds for a finding of non-responsibility of the prospective bidder.

The Director may deny the award, renewal, or assignment of a contract to or for any offeror who is in default of payment of any money due the County.

The factors, which may be considered in connection with a determination of responsibility, include:

1. The ability, capacity, organization, facilities, and skill of the bidder to perform the contract or provide the goods or services required;
2. The ability of the bidder to perform the contract or provide the services within the time specified without delay, interruption or interference;
3. The integrity, reputation, and experience of the bidder, and its key personnel;
4. The quality of performance of previous contracts or services for the County or other entities. Past unsatisfactory performance, for any reason, is sufficient to justify a finding of non-responsibility;
5. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
6. The sufficiency of financial resources of the bidder to perform the contract or provide the services;
7. The certification of an appropriate accounting system, if required by the contract type; and
8. Past debarment by the County or other entity.

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

PAYMENT TERMS

The County's payment terms are net thirty (30) days. Prompt payment discounts will be considered in the evaluation of your proposal if the discount on payments is not conditioned on payment being made in less than thirty (30) days from receipt of invoice. Invoices should be submitted after County's acceptance of services provided.

MINORITY, FEMALE, DISABLED PERSON PROGRAM COMPLIANCE

Under County law, this solicitation may be subject to the Montgomery County Code, and the Montgomery County Procurement Regulations regarding participation in the Minority-Female-Disabled Person (MFD) procurement program. Further information regarding the County's MFD program is contained within this solicitation (see the provision entitled "Minority-Owned Business Addendum to The General Conditions of Contract between County and Contractor" and its companion document entitled "Minority, Female, Disabled Person Subcontractor Performance Plan" (link provided on page 2 Web-links for Documents and Forms)

METHOD OF AWARD/EVALUATION CRITERIA

Bidders must bid each item on Quotation Schedules A, B and C in order to be eligible for an award. Proposals will be evaluated under the following method of award:

A. Procedure

Upon receipt of the written proposals, all responses will be evaluated and ranked by the department who will rank all responses utilizing the Evaluation Criteria under B(1) of this section. Vendor interviews will be conducted with the three highest scoring offerors based on the department's score for each written proposal. Interview criteria is listed under B (2) of this section. The County will enter into contract negotiations with the highest ranked Offeror based on the combined score of the written and interview criteria. Should the highest ranked Offeror be unable to negotiate a contract with the County, the next highest ranked Offeror will be selected for contract negotiation.

B. Evaluation Criteria

(1)Written Proposals Evaluation

The department will review the written proposals based on the following criteria:

- a. Expertise and relevant experience of firm and individuals on distribution/collection services (25 Points)
- b. Expertise and qualifications of firm in providing supported employment services to persons with developmental disabilities (25 points).
- c. Understanding of specific County requirements as evidenced by quality of outline of delivery plan (25 points);
- d. Price of services to be delivered (Section III) (25 points)

Total: 100

(2)Interview Proposals Evaluation

The department will evaluate the interviews based on the following criteria:

- a. Demonstrated expertise and experience of firm and individuals on distribution/collection services (25 Points)
- b. Expertise and qualifications of firm in providing supported employment services to persons with developmental disabilities (25 points).
- c. Proposal presentation and quality of delivery plan (25 points).
- d. Price of services to be delivered (Section III) (25 points)

Total: 100

QUALIFICATION OF BIDDERS

Bidders may be required to furnish satisfactory evidence that they are qualified and regularly engaged in performing the services for which they are submitting a proposal and maintain a regularly established place of business. An authorized representative of the County may visit any prospective contractor's place of business to determine ability, capacity, reliability, financial stability and other factors necessary to perform the contract.

PROPOSAL SUBMISSION

Failure to include the required submissions may render the proposals unacceptable as determined by the Director, Office of Procurement. Bidders must submit their proposal in the format below. Written proposals will be evaluated only on what is submitted. The bidder must submit sufficient information to enable the Department to evaluate the bidder's capabilities and experience. Proposals must include the following information:

- 1) The bidder must submit the bid sheet properly signed by the person who has authority to bind the bid to a proposal. Bidder must also complete all quotations sheets (Schedules A, B and C) and contact information.
- 2) The Acknowledgment of this solicitation must be submitted and signed by a person Authorized to bind the bidder to the proposal.
- 3) Minority Business program and Offeror's Representation
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-90.pdf)
- 4) Wage Requirements Certification
(www.montgomerycountymd.gov/PRO/Resources/Files/SolForm/PMMD-177.pdf)

- 5) The bidder should submit their proposal in the following format, which must include the following information about the bidder:
- a. Bidder Identification – State the Bidder’s name, address, telephone number, Social Security Number or Tax Identification number.
 - b. Program Staffing – The bidder needs to state the knowledge and experience of the individual(s) of the firm that will provide the services required under this Scope of Services. Provide personal data, education background, and employment history. State any pertinent knowledge, experience and capacity for administrative support you will bring to this program.
 - c. Detailed Program and Evaluation Plan – Provide a description as to how the bidder will accomplish all service components in the Scope of Services outlined in this Request for Quotation, including previous experience in providing the Scope of Services, as well as support services to persons with developmental disabilities;
 - d. Budget – Submit proposed costs by completing quotation sheets to provide the required services;
 - e. Description of the bidder’s related experience conducting similar programs. Experience with transit or transportation service should be highlighted, including previous distribution service.
 - f. Description of project management and identification of special skills, experience and expertise that the bidder offers directly or through subcontracting for this project;
 - g. Statement of the bidder’s understanding of the scope of services. Description of evaluation techniques and quantitative measures for quality control of service and performance.
 - h. Names and related experience of subcontractors, if any, whom the bidder intends to utilize on this project and level of commitment to project.
 - i. Names, affiliations, addresses, and telephone numbers of three references for whom the bidder has done similar work. Names for references shall be individuals who directly supervised or had direct knowledge of the services or goods provided.
 - j. A detailed description of delivery/collection plan, including ability to meet the daily, weekly, and monthly delivery schedule, distribution plan and collection of timetables and brochures. Include information on destruction of outdated timetables and the weekly cleaning required.
 - k. A brief description of the bidder’s facility where maps and timetables are to be stored. The storage facility must be located within Montgomery County.
- 6) The proposal may not exceed fifteen (15) pages. Additional information required (e.g. quotation sheets, contact information) will be considered as additional attachments. No other attachments will be reviewed.

SECTION II – SCOPE OF SERVICES

I. Background

It is the County's intent to enter into a contract with a qualified entity to provide the timely distribution of Ride On timetables and other brochures. Over the past 24 years, the County has contracted with agencies providing vocational rehabilitation programs to provide certain essential public services. The program has been extremely successful and as result, many individuals with disabilities have been trained in public service jobs. The County's intent is to provide persons with severe developmental disabilities the opportunities to acquire skills and the confidence and motivation necessary to become employed in the community. The trainees are providing essential public service and at the same time, are involved in a supportive success oriented training program.

Prior to the contract award, the recommended awardee must be licensed in the State of Maryland as a provider of vocational training programs for individuals with developmental disabilities, and by the County as a private educational institution; Bidders must maintain an office in Montgomery County to be eligible for an award under this Request for Quotes.

Montgomery County Ride On operates a fixed route, public transit bus system carrying approximately 71,000 boardings daily, with approximately 21 million boarding a year. Having Ride On bus schedules available at as many locations as possible provides the opportunities for riders to obtain this information easily, which increases customer satisfaction and improves the services. Less than acceptable availability of schedules for Ride On customers results in customer dissatisfaction and lost ridership.

II. Intent

The County seeks an experienced and qualified entity providing vocational rehabilitation programs to provide employment services to a group of Montgomery County residents identified and selected by the Contractor to provide the services described in this Request for Quotation. As such, the Contractor must have its facility located in Montgomery County.

The Contractor must distribute and ensure the on-time delivery of Ride On bus schedule timetables and other brochures for the Division of Transit Services bus system at the various Metrorail and MARC stations in Montgomery County. Distribution of Ride On bus schedule timetables and other brochures at Montgomery County Transit Center may occur in the future. The list of sites for delivery and distribution of timetables may be found on section VII of the Specifications/Scope of Work. The list of locations for delivery of and replenishing bus timetables and brochures is subject to change as Ride On continues to have new transit centers added throughout the County.

The Contractor must provide a comprehensive up-to-date system for distribution for new timetables and brochures and the removal/collection of outdated timetables and brochures at the sites in Montgomery County. The distribution/collection system provided by the Contractor must be planned in accordance with the needs of the Division of Transit Services and monitored to provide prompt delivery of timetables and other brochures from multiple outlets and to collect and recycle outdated timetables.

III. Scope of Services

The Contractor must deliver, replenish and clean the schedule rack holders in all Metrorail and MARC stations located in Montgomery County (currently 20 Metrorail/MARC stations) using the schedule below in the section

entitled “Weekly Ride On Schedule Delivery Form” in Section VII of the Scope of Services. There are currently 78 bus timetable schedules that are to be delivered to the various Metrorail and MARC Stations and as an option transit centers in Montgomery County on a weekday basis.

The Contractor must distribute timetables and brochures according to a fixed schedule to the sites listed on the Weekday Ride On Schedule Delivery Form or as proposed in Section III. The Contractor must provide monthly reporting for all distribution activities, as well as inventory control and audits, timetable collection reports, timetable destruction/recycle reports, and annual program reports. Should the County be closed for any reasons on a Schedule Delivery Date, the Contractor, shall complete that Scheduled Delivery Date’s delivery service on the work day following the Scheduled Delivery Date.

The Contractor must clean schedule rack holders on days that schedules are restocked at the various Metrorail and MARC stations. Cleaning supplies must be provided by the Contractor.

The Contractor must submit his/her bid based on the present workload with the understanding that the above scope of work provides current estimates of work load. It must be recognized that work load may rise or fall according to new service and routes implemented to serve the needs of Montgomery County. The Scope of Services shall include the following:

- a. **Distribution of bus timetables** – the Contractor must deliver on the days noted on the Weekly Ride On Schedule Delivery Form to the Metrorail and MARC stations listed, the bus timetable schedules that are assigned to the particular Metrorail and MARC stations and remove any outdated schedules. Any schedules removed are to be recycled. Also the timetable bus schedule rack holder should be cleaned with a household cleaner before restocking with bus timetables. The Contractor should report any bus timetable schedule rack holder that is in disrepair in order for the County to provide a replacement holder so the Contractor may replace at the appropriate Metrorail and MARC stations. The work week schedule and means of accepting and responding to inquiries must be approved by the County. Each Metrorail and MARC station has a list of schedules that are applicable to that general area. The Contractor must fill each pocket (25-30 schedules or the amount needed) as listed on the Weekly Ride On Schedule Delivery Form (in section VII of the Scope of Services). In those cases, where the Metro or MARC station has fewer routes serving, the Contractor will restock multiple pockets of the schedules to ensure schedules will be available to the general public until the next scheduled delivery;
- b. **Meeting** – The Contractor shall meet with the County on a monthly and an as needed basis for contract monitoring and updates of distributing bus timetables.
- c. **Distribution of Brochures** – The Contractor must deliver on the days noted on the Weekly Ride On Schedule Delivery Form to Metrorail and MARC stations listed, the brochures that are assigned to the particular Metrorail and MARC stations and remove any outdated brochures. Any brochures removed are to be recycled. The brochures will be placed in the rack holders at the various Metrorail and MARC stations. The Contractor must fill 10 – 20 pockets or the amount needed as listed on the Weekly Ride On Schedule Delivery Form.

- d. **Inventory Reports/Requests** – The Contractor must conduct inventory for the purposes of determining schedule and brochure inventory needs by close of business every Monday and Thursday to ensure that a sufficient number of schedules and brochures are provided to meet requirements for distribution during the next business week. The contractor must submit all e-mail requests for inventory replenishment should be received to the County by 3:00 p.m. on Friday. The Inventory Management Form must be e-mailed to Transit Services requesting schedules or brochures that are needed for the current inventory held by the Contractor. The County will attempt to respond to e-mail requests for timetable bus schedules or brochure replenishment within two business days. The County will call the Contractor when the timetable bus schedules or brochures are ready for pickup. The Contractor will have one business day to pick up the timetable bus schedules or brochures. The Contractor must load the boxes of timetable bus schedules and/or brochures at pick up. An inventory of Metrorail and MARC stations must consist of an on-site visit to each of the delivery locations and the recording of the number of schedules per route and brochures at each location. This inventory must be e-mailed to Transit Services with the Distribution List Request Form listing schedules and/or brochures needed to restock inventory and restock Metrorail and MARC stations.
- e. **Stocking timetable holders** – The Contractor shall place a minimum of 30 timetables (or the amount the holder can accommodate) of the same bus route in each of the timetable racks at the inventory check time. At those Metrorail or MARC stations that require few schedules, the Contractor will double up on the number of schedules placed in the pockets of the schedule holders at the Metro or MARC stations. If a schedule is not available at the time of inventory check, the Contractor must e-mail an Inventory request to the County by 3:00 pm Friday, as described above.
- f. **Office Facilities** – The Contractor must provide a work space storage area located in Montgomery County to house an average inventory of 60 to 100 boxes of schedules or brochures. Office facilities must have work space to accommodate a place to house and stock the schedules before delivery to Metrorail or MARC stations.
- g. **Monthly Reports** – The Contractor will submit monthly reports consisting of the completed Weekly Ride On Schedule Delivery Form showing the schedules that were placed at the Metrorail and MARC stations listed as well as indicating the cleaning of the bus timetable racks at the Metrorail and MARC station. Also, the Contractor should note on the form with an “X” schedules that were not available to restock at the Metrorail or MARC station. The monthly reports should be mailed to the Transit Services Office with the monthly invoice.
- h. **Backup** – The bus timetable and brochure distribution is continuous and ongoing. The Contractor is fully responsible for meeting these regular and recurring requirements. The Contractor must submit a plan to provide backup to meet the program requirements in the event the Contractor becomes sick, disabled, takes vacation, etc.

IV. Contractor's Qualifications

1. Contractor must have a minimum of one (1) year providing vocation training program for the developmentally disabled populations;
2. Contractor must have a minimum of one (1) year experience of Firm and individuals in the distribution/collection service.
3. The Contractor must have an understanding of specific County requirements as evidenced by the quality of delivery plan, submitted by the Contractor in response to this Request for Quotation.
4. The Contractor must have program staffing a minimum of one (1) year working with the developmentally mentally disabled vocational training work program.
5. The Contractor must have a minimum of one (1) year of similar or related experience in working and providing training with the developmentally disabled population.
6. The Contractor must have a Maryland DHMH Developmental Disabilities Administration License to Provide Adult Vocational Services.
7. The Contractor must have a Montgomery County DHHS Private Educational Institution License.
8. Any individual operating a vehicle must have a valid Maryland Driver's License.

V. Contractor's Responsibility

The Contractor must:

1. Provide weekday delivery of bus timetable schedules and brochures to Metrorail and MARC stations and/or Transit Centers in Montgomery County as described in this Request for Quotation and any contract resulting from this Request for Quotation.
2. Provide an adequate number of personnel sufficient to ensure delivery of bus timetable schedules and brochures to Metrorail and MARC stations in accordance with the schedules described in this Request for Quotation and any contract resulting from this Request for Quotation.
3. Provide a storage facility located in Montgomery County to house 60 to 100 boxes of schedules and brochures to be used for delivery to various Metrorail and MARC stations.
4. Provide monthly reports as required in accordance with this Request for Quotation and any contract resulting from this Request for Quotation.

VI. Reports

The Contractor must:

1. Weekly Ride On Schedule Delivery Forms; prepared daily and submitted weekly;
2. Ride On schedule Delivery Report; submitted monthly;
3. Any other operational reports that may be developed or required regarding distribution of schedules and brochures as described in this Request for Quotation and any contract resulting from this Request for Quotation.

VII. Weekly Ride On Schedule Delivery Form

Listed Below are the Delivery Schedules

3 Days a Week

Shady Grove Station

Rockville Station

Silver Spring Station

2 Days a Week

Twinbrook Station

Friendship Heights Station

Wheaton Station

1 Day A Week

Takoma Park Station

White Flint Station

Bethesda Station

3 Days a Week

Glenmont Station

2 Days a Week**1 Day A Week**

Grosvenor-Strathmore Station

Forest Glen Station

Medical Center

MARC Stations**1 Day A Week**

Germantown

Metropolitan Grove

Gaithersburg

Washington Grove

Kensington

Silver Spring

Rockville

Optional Sites (Outdoor Sites)

Listed below are sites that may be added to this Contract in the future by a contract amendment

Transit Centers

Site 1: Germantown Transit Center

Site 2: Lakeforest Transit Center

Site 3: Traville Transit Center

Site 4: Fallsgrove Transit Center (Rockville Regional Transit Center)

Site 5: Paul S Sarbanes (Silver Spring) Transit Center

Site 6: Montgomery Mall

Site 7: White Oak

Site 8: Takoma Langley Crossroads

SECTION III – QUOTATION SHEET

Each bidder is required to fill out schedules A, B and C. All schedules must be completed for the bid to be considered responsive.

QUOTATION SHEET**1. Timetable Distribution Rate**

Daily costs should include transportation and storage costs.

Schedule A

Schedule	Estimated No. of Days Per Week		Price Per Day		Estimated No. of Weeks Per Year		Extended Price
<u>Metrorail Stations</u>							
a. Shady Grove Station	3 Days	x	\$ _____/Day	x	52 weeks	=	\$ _____
b. Rockville Stations	3 Days	x	\$ _____/Day	x	52 weeks	=	\$ _____
c. Silver Spring Station	3 Days	x	\$ _____/Day	x	52 weeks	=	\$ _____
d. Glenmont Station	3 Days	x	\$ _____/Day	x	52 weeks	=	\$ _____
e. Twinbrook Station	2 Days	x	\$ _____/Day	x	52 weeks	=	\$ _____
f. Friendship Heights Station	2 Days	x	\$ _____/Day	x	52 weeks	=	\$ _____
g. Wheaton Station	2 Days	x	\$ _____/Day	x	52 weeks	=	\$ _____
h. Takoma Park Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
i. White Flint Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
j. Bethesda Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
k. Grosvenor-Strathmore Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
l. Forest Glen Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
m. Medical Center Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
<u>MARC Stations</u>							
a. Germantown MARC Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
b. Metropolitan Grove MARC Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
c. Gaithersburg MARC Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____

d. Washington Grove MARC Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
e. Kensington MARC Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
f. Silver Spring MARC Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____
g. Rockville MARC Station	1 Day	x	\$ _____/Day	x	52 weeks	=	\$ _____

2. Hourly Rate of Program Manager for meetings (attendance required by County)

	Estimated Hourly Rate		# of Hours Per Year		Extended Price
Program Manager	\$ _____/hour	x	1 hour	=	\$ _____

Aggregate Amount of the Unit Prices Extended by the Estimated Quantities Listed Above

(Items 1.a of Schedule A to 2) = \$ _____

During the Contract Term, the County may change the Schedule for Delivery as outlined below.

Schedule B

Schedule	Estimated No. of Days Per Week		Price Per Day		Estimated No. of Weeks Per Year		Extended Price
<u>Metrorail Stations</u>							
a. Shady Grove Station	2 Days	x	\$_____/Day	x	52 weeks	=	\$_____
b. Rockville Stations	2 Days	x	\$_____/Day	x	52 weeks	=	\$_____
c. Silver Spring Station	2 Days	x	\$_____/Day	x	52 weeks	=	\$_____
d. Glenmont Station	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
e. Twinbrook Station	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
f. Friendship Heights Station	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
g. Wheaton Station	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
h. Takoma Park Station	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
i. White Flint Station	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
j. Bethesda Station	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
k. Grovesnor-Strathmore Station	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
l. Forest Glen Station	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
m. Medical Center Station	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
<u>MARC Stations</u>							
a. Germantown MARC Station	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
b. Metropolitan Grove MARC Station	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
c. Gaithersburg MARC Station	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
d. Washington Grove MARC Station	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
e. Kensington MARC Station	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
f. Silver Spring MARC Station	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
g. Rockville MARC Station	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____

During the Contract Term, the County may add the services below:

1. Timetable Distribution Rates for Transit Centers

Schedule C

Schedule	Estimated No. of Days Per Week		Price Per Day		Estimated No. of Weeks Per Year		Extended Price
<u>Transit Centers</u>							
a. Germantown Transit Center	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
b. Lakeforest Transit Center	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
c. Traville Transit Center	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
d. Falls Grove Transit Center (Rockville Regional Transit Center)	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
e. Paul S. Sarbanes (Silver Spring) Transit Center	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
f. Montgomery Mall	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
g. White Oak	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____
h. Takoma Langley Crossroads	1 Day	x	\$_____/Day	x	52 weeks	=	\$_____

2. Hourly Rate of Program Manager for meetings (attendance required by County)

	Estimated Hourly Rate		# of Hours Per Year		Extended Price
Program Manager	\$_____/hour	x	1 hour	=	\$_____

Aggregate Amount of the Unit Prices Extended by the Estimated Quantities Listed Above

(Items 1.a of Schedule C to 2) = \$_____

QUOTATION SHEET (Continued)

CONTACT PERSONS

Contact Persons for Questions Concerning Your Quote: _____

Land Line #: _____

Cell Phone #: _____

Fax#: _____

E-Mail Address: _____

Contact Person for Placing of Orders: _____

Land Line #: _____

Cell Phone #: _____

Fax#: _____

E-Mail Address: _____

SUBCONTRACTING

If you will be using a subcontractor to perform any of the work listed herein, please list below the firm's name and the portion of the work that will be provided by the subcontractor.

Portion of the work:

Name of Subcontractor _____

Address: _____

Telephone #: _____

E-Mail Address: _____

SECTION IV: ACKNOWLEDGEMENT

The bidder must include a signed acknowledgement that all terms and conditions of the bid may, at the County's option, be made applicable in a contract issued as a result of this solicitation. Bidders that do not include such an acknowledgement may be rejected. This requirement may be satisfied by executing and returning (with the bid) the acknowledgment shown below.

ACKNOWLEDGMENT: The undersigned agrees that all terms and conditions of this solicitation and bid may, at the County's option, be made applicable in a contract issued as a result of this solicitation.

Signature: _____

Official's Typed Name: _____

Business Firm's Typed Name: _____
(Show correct and full legal business name)

Name and Signature Requirements for Proposals and Contracts

The correct and full legal business name of the offeror must be used in proposals received and on all contracts issued as a result of this solicitation. A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State law, which requires a suffix indicating the corporate status of the business (e.g. Inc., Incorporated, etc.). Trade names may be indicated by individuals or corporations with the individual or corporate name followed by "t/a" (trading as) or "d/b/a" (doing business as), respectively. The offeror's signature on the proposal, contract, amendment(s) or related correspondence, must conform to the following:

All signatures must be made by an authorized officer, partner, manager, member, or employee. The signing of this offer or a contract is a representation by the person signing that the person signing is authorized to do so on behalf of the offeror or contractor.

Acknowledgment of Solicitation Amendments

The Offeror acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number	Date

SECTION V - SPECIAL TERMS AND CONDITIONS

MONTGOMERY COUNTY CODE AND PROCUREMENT REGULATIONS

The Montgomery County Code and the Montgomery County Procurement Regulations are applicable to this solicitation and any contract awarded pursuant to this solicitation.

ANNUAL PRICE ADJUSTMENT (Labor Rate – Items 1 and 2 only)

The Labor Rates quoted are firm for a period of one year after execution of the Contract. Any request for a price adjustment, after this one year period, is subject to the following:

- ◆ Approval or rejection by the Director, Office of Procurement or designee.
- ◆ **Must be submitted in writing to the Director, Office of Procurement, and accompanied by supporting documentation justifying the Contractor's request.** A request for any price adjustment may not be approved unless the contractor submits to the County sufficient justification to support that the Contractor's request is based on its net increase in costs in delivering the goods/services to the County under the contract terms.
- ◆ Must be submitted sixty (60) days prior to the contract expiration date, if the contract is being amended.
- ◆ May not be approved in an amount that exceeds the annual percentage change of the "Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. **The request must not exceed the CPI for all urban consumers issued for the Washington-Baltimore, DC-MD-VA-WV Metropolitan area by the United States Department of Labor, Bureau of Labor Statistics for ALL ITEMS.**
- ◆ The County will approve only one price adjustment for each contract term, if a price adjustment is approved.
- ◆ Should be effective sixty (60) days from the date of receipt of the contractor's request.
- ◆ Must be executed by written contract amendment.

CONTRACT ADMINISTRATOR

The Contract Administrator shall be responsible for:

- a. Inspecting all services provided and authorizing payment upon acceptance;
- b. Authorizing payment upon acceptance of any acceptable invoice; and
- c. The duties and responsibilities outlined in Paragraph 6, Contract Administration of the General Conditions of Contract Between County and Contractor.

The designated Contract Administrator is Beverly LeMasters, Montgomery County Department of Transportation, Division of Transit Services.

CONTRACT TERM

The term of the contract is for one (1) year from the date of signature by the Director, Office of Procurement. Before the contract term ends, the Director may (but is not required to) renew this contract, if the Director determines that renewal is in the best interests of the County. Contractor's satisfactory performance does not guarantee renewal of this Contract. The Director may exercise this option to renew for two (2) additional one-year periods.

CONTRACTOR'S FACILITY REQUIREMENT

The Contractor's facility to hold the maps and timetables **must** be located within Montgomery County, Maryland. If a bidder's storage facility is located outside of the County, then the bid will be ruled non-responsive.

DELAYS AND EXTENSION OF TIME

If the Contractor is delayed at any time in the delivering of services by any act or neglect of any separate contractor employed by the County, or by any changes ordered in the delivery of scope of services, or by strikes, lockouts, fires, unusual delay in transportation, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the County, the County shall decide the extent of such delay or the justification of any other delay, then the time of completion shall be extended for such reasonable time as the County may decide.

DEPARTMENTS AUTHORIZED TO USE CONTRACT

The primary user of this Contract will be the Montgomery County Department of Transportation. All other users of this Contract must route their usage through THE CONTRACTING OFFICER, or designee. Contractors are cautioned not to perform work for any other than the primary user without written authorization from the Director, Office of Procurement, which must be in the form of a purchase order.

FAILURE TO PERFORM/DELIVER

In the event of the Contractor's failure to comply with the established delivery schedule, the County reserves the right to make an open market purchase of the required materials/goods and to charge, as damages, the difference between the established price and the actual cost incurred by the County and to collect such charges from the Contractor, from any money due under this Contract, or any other Contract with the County.

LICENSE REQUIREMENTS

Prior to the contract award, the recommended awardee **must** be licensed in the State of Maryland as a provider of vocational training programs for individual with developmental disabilities, and by the County as a private educational institution; Bidders must maintain an office in Montgomery County to be eligible for an award under this solicitation.

INVOICES

All true and corrected invoices are to be sent to:

Montgomery County Department of Transportation
Attn: Beverly LeMasters
101 Monroe Street, 5th Floor
Rockville, MD 20850
240-777-5880

METHOD OF ORDERING

It is the intention of the County to issue written purchase orders or blanket purchase order(s) to the Contractor. Issuance of all purchase orders will be contingent upon appropriation of funds by the

Montgomery County Council and encumbrance of such funds as provided by the Montgomery County Code.

MONTGOMERY COUNTY PROCUREMENT REGULATIONS

The Montgomery County Procurement Regulations are applicable to this Request For Quotation and any contract awarded pursuant to this Request for Quotation.

PRICES

Prices are net, inclusive of all charges for transportation, FOB Destination, Inside Delivery, Freight Prepaid and Allowed, tested and ready for immediate use, warranty, and ALL other charges necessary for performance of work as outlined herein. Prices are less Federal, State, and Local taxes.

PROTECTION OF EXISTING FACILITIES

The Contractor must take all necessary precautions during the period of delivery to protect existing County facilities from damage by the Contractor, Contractor's employees, subcontractor, or subcontractor's employees. The Contractor must repair or replace, at their own expense, any damaged property caused by the Contractor, Contractor's employees, subcontractor, or subcontractor's employees.

QUANTITIES

Is it estimated that yearly expenditures under this contract will approximate the quantities listed in the Quotation Sheet. Under the terms of the Request for Quote, however, the resultant contract shall be considered a "requirements type" contract only. No guarantee of purchase of any specific yearly quantity or total dollar amount is made. In addition, all purchases are contingent upon the appropriation and encumbrance of fiscal funding.

SITE INSPECTIONS

Each bidder is encouraged to visit each facility in order to become familiar with actual site conditions. Failure to visit each facility and to become completely knowledgeable of the requirement of work shall in no way relieve them with all provisions contained in this Request for Quotes. Site inspections may be arranged by contacting Beverly LeMaster at 240-777-5880.

END OF SPECIAL TERMS AND CONDITIONS

ATTACHMENT A1

GENERAL CONDITIONS OF CONTRACT BETWEEN COUNTY & CONTRACTOR

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The contractor certifies that all information the contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. Any false or misleading information is a ground for the County to terminate this contract for cause and to pursue any other appropriate remedy. The contractor certifies that the contractor's accounting system conforms with generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the contractor's and any first tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for 3 years after final payment. If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The contractor must include the preceding language of this paragraph in all first tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, and ADA Amendments Act of 2008, Pub. Law 110-325, as amended, currently found at 42 U.S.C., § 12101, et seq., and 47 U.S.C., ch. 5.

3. APPLICABLE LAWS

This contract must be construed in accordance with the laws and regulations of Maryland and Montgomery County. The Montgomery County Procurement Regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and the Procurement Regulations, the Procurement Regulations govern. The contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.

The County's prevailing wage law, as found at §11B-33C of the County Code, applies to certain construction contracts. To the extent applicable, the County's prevailing wage requirements are enumerated within this solicitation/contract in the "Prevailing Wage Requirements for Construction Contract Addendum to the General Conditions of Contract between County and Contractor." If applicable to this contract, the Addendum will be attached to the contract, and will be incorporated herein by reference, and made a part thereof.

Furthermore, certain non-profit and governmental entities may purchase supplies and services, similar in scope of work and compensation amounts provided for in a County contract, using their own contract and procurement laws and regulations, pursuant to the Md. State Finance and Procurement Article, Section 13-101, et. seq.

Contractor and all of its subcontractors must comply with the provisions of County Code §11B-35A and must not retaliate against a covered employee who discloses an illegal or improper action described in §11B-35A. Furthermore, an aggrieved covered employee under §11B-35A is a third-party beneficiary under this Contract, who may by civil action recover compensatory damages including interest and reasonable attorney's fees, against the contractor or one of its subcontractors for retaliation in violation of that Section.

The contractor agrees to comply with the requirements of the Displaced Service Workers Protection Act, which appears in County Code, Chapter 27, Human Rights and Civil Liberties, Article X, Displaced Service Workers Protection Act, §§ 27-64 through 27-66.

Montgomery County's Earned Sick and Safe Leave Law, found at Sections 27-76 through 27-82 of the County Code, became effective October 1, 2016. An employer doing business in the County, as defined under the statute, must comply with this law. This includes an employer vendor awarded a County contract. A vendor may obtain information regarding this law at <http://www.montgomerycountymd.gov/humanrights/>

4. ASSIGNMENTS AND SUBCONTRACTS

The contractor must not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by the Director, Office of Procurement. Unless performance is separately and expressly waived in writing by the Director, Office of Procurement, an assignment does not release the contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the Director, Office of Procurement. Any subcontract for any work hereunder must comport with the terms of this Contract and County law, and must include any other terms and conditions that the County deems necessary to protect its interests. The contractor must not employ any subcontractor that is a debarred or suspended person under County Code §11B-37. The contractor is fully responsible to the County for the acts and omissions of itself, its subcontractors and any persons either directly or indirectly employed by them. Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the County, and nothing in the contract documents is intended to make any subcontractor a beneficiary of the contract between the County and the contractor.

5. CHANGES

The Director, Office of Procurement, may unilaterally change the work, materials and services to be performed. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the contractor is entitled to receive. Contractor must bring to the Contract Administrator, in writing, any claim about an adjustment in time or money resulting from a change, within 30 days from the date the Director, Office of Procurement, issued the change in work, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The contractor must proceed with the

prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

- A. The contract administrator, subject to paragraph B below, is the Department representative designated by the Director, Office of Procurement, in writing and is authorized to:
- (1) serve as liaison between the County and the contractor;
 - (2) give direction to the contractor to ensure satisfactory and complete performance;
 - (3) monitor and inspect the contractor's performance to ensure acceptable timeliness and quality;
 - (4) serve as records custodian for this contract, including wage and prevailing wage requirements;
 - (5) accept or reject the contractor's performance;
 - (6) furnish timely written notice of the contractor's performance failures to the Director, Office of Procurement, and to the County Attorney, as appropriate;
 - (7) prepare required reports;
 - (8) approve or reject invoices for payment;
 - (9) recommend contract modifications or terminations to the Director, Office of Procurement;
 - (10) issue notices to proceed; and
 - (11) monitor and verify compliance with any MFD Performance Plan.
- B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST & PRICING DATA

Chapter 11B of the County Code and the Montgomery County Procurement Regulations require that cost & pricing data be obtained from proposed awardes/contractors in certain situations. The contractor guarantees that any cost & pricing data provided to the County will be accurate and complete. The contractor grants the Director, Office of Procurement, access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the contractor's proposed price(s). The contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or noncurrent data supplied by the contractor.

8. DISPUTES

Any dispute arising under this contract that is not disposed of by agreement must be decided under the Montgomery County Code and the Montgomery County Procurement Regulations. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to subsequent revocation or alteration by the Director, Office of Procurement, the head of the County department, office or agency ("Department Head") of the contract administrator is the designee of the Director, Office of Procurement, for the purpose of dispute resolution. The Department Head, or his/her designee, must forward to the Director, Office of Procurement, a copy of any written resolution of a dispute. The Department Head may delegate this responsibility to another person (other than the contract administrator). A contractor must notify the contract administrator of a claim in writing, and must attempt to resolve a claim with the contract administrator prior to filing a dispute with the Director, Office of Procurement or designee. The contractor waives any dispute or claim not made in writing and received by the Director, Office of Procurement, within 30 days of the event giving rise to the dispute or claim, whether or not the contract administrator has responded to a written notice of claim or resolved the claim. The Director, Office of Procurement, must dismiss a dispute that is not timely filed. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit of all relevant calculations, including cost and pricing information, records, and other information. At the County's option, the contractor agrees to be made a party to any related dispute involving another contractor.

9. DOCUMENTS, MATERIALS, AND DATA

All documents materials or data developed as a result of this contract are the County's property. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The contractor must keep confidential all documents, materials, and data prepared or developed by the contractor or supplied by the County.

10. DURATION OF OBLIGATION

The contractor agrees that all of contractor's obligations and warranties, including all requirements imposed by the Minority Owned Business Addendum to these General Conditions, if any, which directly or indirectly are intended by their nature or by implication to survive contractor performance, do survive the completion of performance, termination for default, termination for convenience, or termination by mutual consent of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in this contract. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/POLITICAL CONTRIBUTIONS

The contractor must comply with the ethics provisions contained in Chapters 11B and 19A, Montgomery County Code, which include the following:

- (a) a prohibition against making or offering to make certain gifts. Section 11B-51(a).
- (b) a prohibition against kickbacks. Section 11B-51(b).
- (c) a prohibition against a person engaged in a procurement from employing or offering to employ a public employee. Section 11B-52 (a).
- (d) a prohibition against a contractor that is providing a recommendation to the County from assisting another party or seeking to obtain an economic benefit beyond payment under the contract. Section 11B-52 (b).
- (e) a restriction on the use of confidential information obtained in performing a contract. Section 11B-52 (c).

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(f) a prohibition against contingent fees. Section 11B-53.

Furthermore, the contractor specifically agrees to comply with Sections 11B-51, 11B-52, 11B-53, 19A-12, and/or 19A-13 of the Montgomery County Code. In addition, the contractor must comply with the political contribution reporting requirements currently codified under the Election Law at Md. Code Ann., Title 14.

13. GUARANTEE

- A. Contractor guarantees for one year from acceptance, or for a longer period that is otherwise expressly stated in the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for a minimum period of one year from acceptance, or for a longer period stated in the County's written solicitation. The contractor must correct any and all defects in material and/or workmanship that may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing, (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.
- B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.
- C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods, services, or construction.
- D. The contractor guarantees that all work shall be accomplished in a workmanlike manner, and the contractor must observe and comply with all Federal, State, County and local laws, ordinances and regulations in providing the goods, and performing the services or construction.
- E. Goods and materials provided under this contract must be of first quality, latest model and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the Specifications.

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions (29 CFR 1910.1200), and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of work or contemporaneous with delivery of goods.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

In addition to the provisions stated above in Section 3, "Applicable Laws," contractor must comply with all requirements in the federal Health Insurance Portability and Accountability Act (HIPAA), to the extent that HIPAA is applicable to this contract. Furthermore, contractor must enter into the County's standard Business Associate Agreement or Qualified Service Organization Agreement when contractor or the County, as part of this contract, may use or disclose to one another, to the individual whose health information is at issue, or to a third-party, any protected health information that is obtained from, provided to, made available to, or created by, or for, the contractor or the County.

16. IMMIGRATION REFORM AND CONTROL ACT

The contractor warrants that both the contractor and its subcontractors do not, and shall not, hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including any verification and record keeping requirements. The contractor further assures the County that, in accordance with those laws, it does not, and will not, discriminate against an individual with respect to hiring, recruitment, or referral for a fee, of an individual for employment or the discharge of an individual from employment, because of the individual's national origin or, in the case of a citizen or prospective citizen, because of the individual's citizenship status.

17. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the contractor, this General Conditions of Contract document supersedes the contractor's terms and conditions, in the event of any inconsistency.

18. INDEMNIFICATION

The contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the contractor's negligence or failure to perform any contractual obligations. The contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the contractor must defend the County in any action or suit brought against the County arising out of the contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the contractor is deemed to be the negligence of the contractor. For the purposes of this paragraph, County includes its boards, agencies, agents, officials and employees.

19. INDEPENDENT CONTRACTOR

The contractor is an independent contractor. The contractor and the contractor's employees or agents are not agents of the County.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, services, or construction called for by the contract at all reasonable places (including the contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

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Prior to contract execution by the County, the proposed awardee/contractor must obtain at its own cost and expense the minimum insurance specified in the applicable table (See Tables A and B) or attachment to these General Conditions, with one or more insurance company(s) licensed or qualified to do business in the State of Maryland and acceptable to the County's Division of Risk Management. The minimum limits of coverage listed shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County, nor shall failure by the County to request evidence of this insurance in any way be construed as a waiver of proposed awardee/contractor's obligation to provide the insurance coverage specified. Contractor must keep this insurance in full force and effect during the term of this contract, including all extensions. Unless expressly provided otherwise, Table A is applicable to this contract. The insurance must be evidenced by one or more Certificate(s) of Insurance and, if requested by the County, the proposed awardee/contractor must provide a copy of any and all insurance policies to the County. At a minimum, the proposed awardee/contractor must submit to the Director, Office of Procurement, one or more Certificate(s) of Insurance prior to award of this contract, and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The contractor's insurance must be primary. Montgomery County, MD, including its officials, employees, agents, boards, and agencies, must be named as an additional insured on all liability policies. Contractor must provide to the County at least 30 days written notice of a cancellation of, or a material change to, an insurance policy. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. After consultation with the Department of Finance, Division of Risk Management, the Director, Office of Procurement, may waive the requirements of this section, in whole or in part.

Please disregard TABLE A. and TABLE B., if they are replaced by the insurance requirements as stated in an attachment to these General Conditions of Contract between County and Contractor.

TABLE A. INSURANCE REQUIREMENTS
(See Paragraph #21 under the General Conditions of Contract
between County and Contractor)

CONTRACT DOLLAR VALUES (IN \$1,000's)

Over	<u>Up to 50</u> <u>1,000</u>	<u>Up to 100</u>	<u>Up to 1,000</u>
Workers Compensation (for contractors with employees)			
Bodily Injury by			
Accident (each)	100	100	100
See			
Disease (policy limits)	500	500	500
Attachment			
Disease (each employee)	100	100	100
Commercial General Liability	300	500	1,000
See			
for bodily injury and property damage per occurrence, including contractual liability, premises and operations, and independent contractors	Attachment		
Minimum Automobile Liability (including owned, hired and non owned automobiles)			
Bodily Injury			
each person	100	250	500
See			
each occurrence	300	500	1,000
Attachment			
Property Damage			
each occurrence	300	300	300
Professional Liability*	250	500	1,000
See			
for errors, omissions			
Attachment			
and negligent acts, per claim and aggregate, with one year discovery period and maximum deductible of \$25,000			

Certificate Holder
Montgomery County Maryland (Contract #)

RFQ #1111691

Office of Procurement
255 Rockville Pike, Suite 180
Rockville, Maryland 20850 4166

*Professional services contracts only

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TABLE B. INSURANCE REQUIREMENTS
 (See Paragraph #21 under the General Conditions of Contract
 between County and Contractor)

	<u>Up to 50</u> <u>1,000</u>	<u>Up to 100</u>	<u>Up to 1,000</u>
Commercial General	300	500	1,000
See			
Liability minimum			
Attachment			
combined single limit			
for bodily injury and property			
damage per occurrence, including			
contractual liability, premises			
and operations, independent			
contractors, and product liability			

Certificate Holder
 Montgomery County Maryland (Contract #)
 Office of Procurement
 255 Rockville Pike, Suite 180
 Rockville, Maryland 20850 4166

(Remainder of Page Intentionally Left Blank)

22. INTELLECTUAL PROPERTY APPROVAL AND INDEMNIFICATION - INFRINGEMENT

If contractor will be preparing, displaying, publicly performing, reproducing, or otherwise using, in any manner or form, any information, document, or material that is subject to a copyright, trademark, patent, or other property or privacy right, then contractor must: obtain all necessary licenses, authorizations, and approvals related to its use; include the County in any approval, authorization, or license related to its use; and indemnify and hold harmless the County related to contractor's alleged infringing or otherwise improper or unauthorized use. Accordingly, the contractor must protect, indemnify, and hold harmless the County from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions, and attorneys' fees and the costs of the defense of the County, in any suit, including appeals, based upon or arising out of any allegation of infringement, violation, unauthorized use, or conversion of any patent, copyright, trademark or trade name, license, proprietary right, or other related property or privacy interest in connection with, or as a result of, this contract or the performance by the contractor of any of its activities or obligations under this contract.

23. INFORMATION SECURITY

A. Protection of Personal Information by Government Agencies:

In any contract under which Contractor is to perform services and the County may disclose to Contractor personal information about an individual, as defined by State law, Contractor must implement and maintain reasonable security procedures and practices that: (a) are appropriate to the nature of the personal information disclosed to the Contractor; and (b) are reasonably designed to help protect the personal information from unauthorized access, use, modification, disclosure, or destruction. Contractor's requirement to implement and maintain reasonable security practices and procedures must include requiring any third-party to whom it discloses personal information that was originally disclosed to Contractor by the County to also implement and maintain reasonable security practices and procedures related to protecting the personal information. Contractor must notify the County of a breach of the security of a system if the unauthorized acquisition of an individual's personal information has occurred or is reasonably likely to occur, and also must share with the County all information related to the breach. Contractor must provide the above notification to the County as soon as reasonably practicable after Contractor discovers or is notified of the breach of the security of a system. Md. Code Ann., State Gov't. § 10-1301 through 10-1308 (2013).

B. Payment Card Industry Compliance:

In any contract where the Contractor provides a system or service that involves processing credit card payments (a "Payment Solution"), the Payment Solution must be Payment Card Industry Data Security Standard Compliant ("PCI-DSS Compliant"), as determined and verified by the Department of Finance, and must (1) process credit card payments through the use of a Merchant ID ("MID") obtained by the County's Department of Finance by and in the name of the County as merchant of record, or (2) use a MID obtained by and in the name of the Contractor as merchant of record.

24. NON-CONVICTION OF BRIBERY

The contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under any federal, state, or local law.

25. NON-DISCRIMINATION IN EMPLOYMENT

The contractor agrees to comply with the non-discrimination in employment policies and/ or provisions prohibiting unlawful employment practices in County contracts as required by Section 11B 33 and Section 27 19 of the Montgomery County Code, as well as all other applicable state and federal laws and regulations regarding employment discrimination.

The contractor assures the County that, in accordance with applicable law, it does not, and agrees that it will not, discriminate in any manner on the basis of race, color, religious creed, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.

The contractor must bind its subcontractors to the provisions of this section.

26. PAYMENT AUTHORITY

No payment by the County may be made, or is due, under this contract, unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the contractor for legal fees. The contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for that work. If the contractor fails to obtain this verification from the Office of Procurement prior to performing work, the County has no obligation to pay the contractor for the work.

If this contract provides for an additional contract term for contractor performance beyond its initial term, continuation of contractor's performance under this contract beyond the initial term is contingent upon, and subject to, the appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued contractor performance in a subsequent fiscal period, contractor's performance must end without further notice from, or cost to, the County. The contractor acknowledges that the County Executive has no obligation to recommend, and the County Council has no obligation to appropriate, funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years, even if appropriated funds may be available. Accordingly, for each subsequent contract term, the contractor must not undertake any performance under this contract until the contractor receives a purchase order or contract amendment from the County that authorizes the contractor to perform work for the next contract term.

27. P-CARD OR SUA PAYMENT METHODS

The County is expressly permitted to pay the vendor for any or all goods, services, or construction under the contract through either a procurement card ("p-card") or a Single Use Account ("SUA") method of payment, if the contractor accepts the noted payment method from any other person. In that event, the County reserves the right to pay any or all amounts due under the contract by using either a p-card (except when a purchase order is required) or a SUA method of payment, and the contractor must accept the County's p-card or a SUA method of payment, as applicable. Under this paragraph, contractor is prohibited from charging or requiring the County to pay any fee, charge, price, or other obligation for any reason related to or associated with the County's use of either a p-card or a SUA method of payment.

28. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles, and other similar types of personal property specified in the contract, and purchased with funds provided under the contract, become the property of the County upon the end of the contract term, or upon termination or expiration of this contract, unless expressly stated otherwise.

29. TERMINATION FOR DEFAULT

The Director, Office of Procurement, may terminate the contract in whole or in part, and from time to time, whenever the Director, Office of Procurement, determines that the contractor is:

- (a) defaulting in performance or is not complying with any provision of this contract;
- (b) failing to make satisfactory progress in the prosecution of the contract; or
- (c) endangering the performance of this contract.

The Director, Office of Procurement, will provide the contractor with a written notice to cure the default. The termination for default is effective on the date specified in the County's written notice. However, if the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the contractor must compensate the County for additional costs that foreseeably would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for default is a termination for convenience if the termination for default is later found to be without justification.

30. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the contractor, when the County determines this to be in its best interest. The termination for convenience is effective on the date specified in the County's written notice. Termination for convenience may entitle the contractor to payment for reasonable costs allocable to the contract for work or costs incurred by the contractor up to the date of termination. The contractor must not be paid compensation as a result of a termination for convenience that exceeds the amount encumbered to pay for work to be performed under the contract.

31. TIME

Time is of the essence.

32. WORK UNDER THE CONTRACT

Contractor must not commence work under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, encumbrance of funds, and issuance of any required notice to proceed.

33. WORKPLACE SAFETY

The contractor must ensure adequate health and safety training and/or certification, and must comply with applicable federal, state and local Occupational Safety and Health laws and regulations.

THIS FORM MUST NOT BE MODIFIED WITHOUT THE PRIOR APPROVAL OF THE OFFICE OF THE COUNTY ATTORNEY.

ATTACHMENT B1

MANTADORY INSURANCE REQUIREMENTS

MANDATORY INSURANCE REQUIREMENTS

Timetables Distribution by Persons with Disabilities

Prior to the execution of the contract by the County, the proposed awardee/contractor and their contractors (if requested by County) must obtain, at their own cost and expense, the following *minimum* (not maximum) insurance coverage with an insurance company/companies licensed to conduct business in the State of Maryland and acceptable to the Division of Risk Management. This insurance must be kept in full force and effect during the term of this contract, including all extensions. The insurance must be evidenced by a certificate of insurance, and if requested by the County, the proposed awardee/contractor shall provide a copy of the insurance policies and additional insured endorsements. The minimum limits of coverage listed below shall not be construed as the maximum as required by contract or as a limitation of any potential liability on the part of the proposed awardee/contractor to the County nor shall failure to request evidence of this insurance in any way be construed as a waiver of proposed awardee / contractor's obligation to provide the insurance coverage specified. The Contractor's insurance shall be primary. Coverage pursuant to this Section shall not include any provision that would bar, restrict, or preclude coverage for claims by Montgomery County against Contractor, including but not limited to "cross-liability" or "insured vs insured" exclusion provisions.

Commercial General Liability

A minimum limit of liability of ***five hundred thousand dollars (\$500,000)***, per occurrence including the following coverages:

- Contractual Liability
- Premises and Operations
- Independent Contractors
- Products and Completed Operations

Workers' Compensation/Employer's Liability

Meeting all statutory requirements of the State of Maryland Law and with the following minimum Employers' Liability limits:

- Bodily Injury by Accident - \$100,000 each accident***
- Bodily Injury by Disease - \$500,000 policy limits***
- Bodily Injury by Disease - \$100,000 each employee***

Additional Insured

Montgomery County, Maryland, its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods and services provided under this contract.

Policy Cancellation

Should any of the above policies be cancelled before the expiration date thereof, written notice must be delivered to the County in accordance with the policy provisions.

Certificate Holder

Montgomery County, Maryland
DPWT / Transit Services / Starr Montout
101 Monroe Street, 5th Floor
Rockville, Maryland 20850